

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON PORTLAND DIVISION

PATSY JAY,

Plaintiff,

v.

Case No.: 3:23-cv-656

GRAND MANAGEMENT SERVICES, INC.,

EVERGREEN GARDENS LIMITED PARTNERSHIP,

JERRY MASCOLO, LEONDRA COLEMAN, and DAWN COCKRUM,

Defendants.

DEPOSITION OF

KRISTIN SMITH

TAKEN ON

THURSDAY, JULY 18, 2024

9:09 A.M.

OREGON LAW CENTER

490 NORTH SECOND STREET

COOS BAY, OREGON 97420

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10 to 13

<p style="text-align: right;">Page 10</p> <p>1 A. He's an employee.</p> <p>2 Q. Do you know Leondra Coleman?</p> <p>3 A. Yes, but I was not her direct supervisor.</p> <p>4 I don't know that I ever talked to her one-on-one.</p> <p>5 She was an employee.</p> <p>6 Q. Do you know Dawn Cockrum?</p> <p>7 A. Yes.</p> <p>8 Q. And how do you know Dawn?</p> <p>9 A. She's an employee.</p> <p>10 Q. Okay. Do you know Cindy Fargher?</p> <p>11 A. Yes, she was an employee, but again, I</p> <p>12 didn't have much conversation with her one-on-one.</p> <p>13 Q. Okay. Do you know John McKnight?</p> <p>14 A. Yes.</p> <p>15 Q. In what capacity?</p> <p>16 A. He's an ex-tenant.</p> <p>17 Q. Was he ever employed by Grand Management?</p> <p>18 A. Well, he worked for less than two months</p> <p>19 just to do some handyman duties. We were in between</p> <p>20 handymen. So he wasn't really an employee. His</p> <p>21 total wages were less than \$500, but he did a couple</p> <p>22 repairs on the property for a short amount of time.</p> <p>23 Q. Do you know Patsy Jay?</p> <p>24 A. Yes.</p> <p>25 Q. In what capacity?</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. Is it used to -- is -- keep track of who</p> <p>2 owes rent?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. How often do you use AppFolio in</p> <p>5 your employment?</p> <p>6 A. Oh, every day.</p> <p>7 Q. Okay. Do you get alerts when there's an</p> <p>8 entry in AppFolio?</p> <p>9 A. No.</p> <p>10 Q. Do you ever text your employees?</p> <p>11 A. Not through AppFolio.</p> <p>12 Q. Okay.</p> <p>13 A. If I text them, it'd be my phone.</p> <p>14 Q. Okay. And what is your phone number?</p> <p>15 A. 541-404-9700.</p> <p>16 Q. Do you communicate with your employees via</p> <p>17 email?</p> <p>18 A. Yes.</p> <p>19 Q. What email address do you use?</p> <p>20 A. kristin@grandmgmt.com.</p> <p>21 Q. Does Grand Management have a file</p> <p>22 retention policy?</p> <p>23 A. Yes.</p> <p>24 Q. And what is that policy?</p> <p>25 A. You cannot destroy anything; keep it for</p>
<p style="text-align: right;">Page 11</p> <p>1 A. She's a tenant.</p> <p>2 Q. Are you familiar with the Evergreen Garden</p> <p>3 Apartments?</p> <p>4 A. Yes.</p> <p>5 Q. And what's your relationship to them?</p> <p>6 A. I manage the property.</p> <p>7 Q. Are you familiar with AppFolio?</p> <p>8 A. Yes.</p> <p>9 Q. Can you describe AppFolio and what it's</p> <p>10 used for?</p> <p>11 A. It's our property management software.</p> <p>12 Q. And is it -- well, okay. What -- I mean,</p> <p>13 do you use it for communications or is it --</p> <p>14 A. Sometimes. You can text tenants or</p> <p>15 owners.</p> <p>16 MS. MANDT: Okay, hold on. Let him get</p> <p>17 all the way through his question before you jump in.</p> <p>18 THE DEPONENT: Okay.</p> <p>19 MS. MANDT: Just make sure he gets the</p> <p>20 whole thing out.</p> <p>21 BY MR. NIESE:</p> <p>22 Q. Is that used to track complaints?</p> <p>23 A. Partially, yeah.</p> <p>24 Q. Okay.</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 13</p> <p>1 seven years.</p> <p>2 Q. Is that policy in writing?</p> <p>3 A. It's the law.</p> <p>4 Q. That wasn't my question.</p> <p>5 A. I don't know.</p> <p>6 Q. Okay. Does Grand Management have a</p> <p>7 written employee resignation policy?</p> <p>8 A. I'm not sure. We have an employee</p> <p>9 handbook, but I don't know if there's a resignation</p> <p>10 policy.</p> <p>11 Q. Okay. Does Grand Management have a policy</p> <p>12 on responding to noise complaints from tenants?</p> <p>13 A. Yes.</p> <p>14 MS. MANDT: Well, object to the form.</p> <p>15 Overbroad. You can answer the question.</p> <p>16 THE DEPONENT: Okay. Yes, we respond to</p> <p>17 noise complaints.</p> <p>18 BY MR. NIESE:</p> <p>19 Q. Okay. And what is Grand Management's</p> <p>20 noise complaint policy?</p> <p>21 A. Depends on what the complaint is.</p> <p>22 Sometimes we would call a tenant to remedy.</p> <p>23 Sometimes we would give a written warning. Depends</p> <p>24 on what the situation would be.</p> <p>25 Q. Would Grand Management ever issue an</p>

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14 to 17

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1 eviction notice based on noise complaints or noise?  
2 A. If it was repetitive, then yes.  
3 Q. Would it require police involvement before  
4 Grand Management would issue that notice of  
5 eviction?  
6 A. A notice of eviction? It would definitely  
7 have to be documented. I don't know that it would  
8 require police action.  
9 Q. Okay. Does Grand Management have a policy  
10 regarding physical relationships between employees  
11 and tenants?  
12 A. Yes.  
13 Q. And is that policy in writing?  
14 A. Yes.  
15 Q. Does Grand Management have a written  
16 policy regarding its response to violence between  
17 tenants?  
18 A. I -- I'm not sure if it's written.  
19 Q. Okay.  
20 A. We certainly have to take action.  
21 Q. So what would Grand Management's policy be  
22 if you had reason to believe that tenant A attacked  
23 tenant B?  
24 MS. MANDT: Object -- object to the form.  
25 You can answer.

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1 THE DEPONENT: I mean, again, that's a  
2 very broad statement. I -- I have personally been  
3 attacked and we tried to do an eviction for  
4 substantial harm with 24-hour notice, and that was  
5 not allowed. You actually have to hit someone. And  
6 the -- the judge informed me that it has to be an  
7 actual assault. So we may give a 14/30, that's what  
8 we call it. It's a notice of intent to evict if it  
9 was repetitive. I don't know if that answers your  
10 question. It's very broad, your -- your question.  
11 BY MR. NIESE:  
12 Q. Okay. Well, let me see if I can narrow it  
13 down. What would your policy be if a tenant called  
14 you and said my neighbor punched me in the face?  
15 MS. MANDT: Well, I'm going to object to  
16 the form. It's an improper hypothetical. You can  
17 answer the question if you can.  
18 THE DEPONENT: Well, we would investigate  
19 and hopefully, there would be a police record and  
20 they would be issued a notice of intent to evict.  
21 That's the most stringent notice that we're allowed  
22 to give under the Rural Development Rules and  
23 Regulations, and it does allow a cure period.  
24 BY MR. NIESE:  
25 Q. Okay. So that would be a 3014?

Page 16

1 A. Yes.  
2 Q. What would your investigation entail?  
3 A. Interviewing both parties and reviewing  
4 police records and any witnesses and the site  
5 manager, if -- if she had record or was a witness or  
6 had documents.  
7 Q. What would you do if there was no police  
8 involvement in the call?  
9 A. I mean, we would do the best we can, but  
10 if we found, through our investigation, that it  
11 actually happened that there was witnesses, then we  
12 would issue the 14/30. That's all we can do.  
13 Q. Okay. So you -- if there were --  
14 A. If it was physical, though, if it was  
15 physical, we would certainly attempt the 24-hour  
16 notice of substantial harm.  
17 Q. Okay. What if there were no witnesses?  
18 MS. MANDT: Object to the form.  
19 BY MR. NIESE:  
20 Q. What would -- what would your policy be if  
21 tenant A said tenant B punched me in the face, but  
22 you could locate no witnesses?  
23 A. Well, is there damages? Can you see a  
24 bruise on the tenant? I mean, there would have to  
25 be some evidence.

Page 17

1 Q. Okay.  
2 A. But we would do what we could. You know,  
3 that's what we always try to do.  
4 Q. Okay.  
5 A. We do the best we can.  
6 Q. Does Grand Management have a written  
7 policy for when one tenant sexually assaults or  
8 sexually harasses another tenant?  
9 MS. MANDT: Object to the form.  
10 THE DEPONENT: We have a lease agreement  
11 that states tenant duties and reasons for  
12 termination, and that is one of them, yes. You  
13 cannot sexually harass --  
14 BY MR. NIESE:  
15 Q. Is -- is that --  
16 A. -- another tenant.  
17 Q. Is that the entirety of your sexual  
18 harassment, sexual assault policy, is that --  
19 A. We also --  
20 Q. -- is the -- is the rental agreement?  
21 A. For tenants? I mean, there is --  
22 Q. Yes, for tenants.  
23 A. -- there is a Rural Development handbook.  
24 Q. Again, that's not my question. My  
25 question is does Grand Management have a written

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18 to 21

<p style="text-align: right;">Page 18</p> <p>1 policy, outside of the rental agreement, dealing</p> <p>2 with an issue when one tenant sexually assaults or</p> <p>3 sexually harasses another tenant?</p> <p>4 MS. MANDT: Object to the form.</p> <p>5 THE DEPONENT: We have a tenant</p> <p>6 eligibility criteria. We have a selection plan. We</p> <p>7 have a lease. We have every document in the world.</p> <p>8 I don't know what that would be under. We have an</p> <p>9 employee handbook. There's no handbook on how to</p> <p>10 deal with tenants, per se. There's not a written</p> <p>11 handbook of how to deal with every situation.</p> <p>12 I mean, there's a operations manual, but</p> <p>13 it doesn't go over, you know, stuff like this. We</p> <p>14 default to Oregon law and our lease agreement and</p> <p>15 our rules, and those do state that you cannot</p> <p>16 sexually harass. We're also trained in fair housing</p> <p>17 every year.</p> <p>18 BY MR. NIESE:</p> <p>19 Q. Okay.</p> <p>20 A. So we do the best we can, but Rural</p> <p>21 Development requires a cure period.</p> <p>22 Q. Is there a policy for how employees should</p> <p>23 handle complaints of sexual harassment or sexual</p> <p>24 assault?</p> <p>25 MS. MANDT: Object to form.</p>	<p style="text-align: right;">Page 20</p> <p>1 MS. MANDT: Well -- well, that's not the</p> <p>2 question.</p> <p>3 THE DEPONENT: Okay.</p> <p>4 MS. MANDT: Listen to his question and</p> <p>5 answer his question.</p> <p>6 THE DEPONENT: Well, normally, the person</p> <p>7 would call the police, I would assume, if they were</p> <p>8 sexually assaulted in their home by a relative or</p> <p>9 friend or whoever their guest was. So yes, we would</p> <p>10 certainly take action if it was a tenant. I --</p> <p>11 you're not even explaining if it was another tenant.</p> <p>12 MS. MANDT: We're going to take a break.</p> <p>13 MR. NIESE: Sure.</p> <p>14 THE REPORTER: Okay. We're off the record</p> <p>15 at 9:22 a.m.</p> <p>16 (WHEREUPON, a recess was taken.)</p> <p>17 THE REPORTER: We are back on the record</p> <p>18 at 9:27 a.m.</p> <p>19 BY MR. NIESE:</p> <p>20 Q. Did you rent a unit to Patsy Jay?</p> <p>21 A. Yes.</p> <p>22 Q. When did you begin renting that unit to</p> <p>23 Ms. Jay?</p> <p>24 A. I would have to look for the date. It's</p> <p>25 approximately 24 years ago.</p>
<p style="text-align: right;">Page 19</p> <p>1 THE DEPONENT: Yes.</p> <p>2 BY MR. NIESE:</p> <p>3 Q. Okay. And that's a written policy?</p> <p>4 A. I'm not sure if it's written or not.</p> <p>5 Q. Okay. As the owner of Grand Management,</p> <p>6 do you have a responsibility to keep your tenants</p> <p>7 safe, even if the police don't intervene?</p> <p>8 MS. MANDT: Object to form.</p> <p>9 THE DEPONENT: Yes.</p> <p>10 BY MR. NIESE:</p> <p>11 Q. What is Grand Management's policy when a</p> <p>12 tenant reports being sexually assaulted or harassed</p> <p>13 in their home? Is that the same as you -- as -- the</p> <p>14 same as you previously described?</p> <p>15 MS. MANDT: Object to form.</p> <p>16 THE DEPONENT: In their home? Okay. Can</p> <p>17 you give me a little more detail on what that would</p> <p>18 entail? The --</p> <p>19 BY MR. NIESE:</p> <p>20 Q. Someone is sexually assaulted or harassed</p> <p>21 in their home --</p> <p>22 A. Okay.</p> <p>23 Q. -- that they're renting from you.</p> <p>24 A. To my knowledge, that wasn't the</p> <p>25 situation.</p>	<p style="text-align: right;">Page 21</p> <p>1 Q. Okay. Do you recall which unit she was</p> <p>2 renting or is renting?</p> <p>3 A. Look on the file here.</p> <p>4 MS. MANDT: No. If you don't remember --</p> <p>5 THE DEPONENT: Oh. I don't remember --</p> <p>6 BY MR. NIESE:</p> <p>7 Q. Okay.</p> <p>8 A. -- off the top of my head --</p> <p>9 Q. Okay.</p> <p>10 A. -- without looking.</p> <p>11 Q. Sure. Has she lived --</p> <p>12 A. I want to say --</p> <p>13 Q. Has she lived in that unit through the</p> <p>14 duration of her tenancy --</p> <p>15 A. I would have to see if she ever</p> <p>16 transferred, but she's lived on the complex --</p> <p>17 Q. Okay.</p> <p>18 A. -- for the duration, yes.</p> <p>19 Q. Okay. And are you aware that Ms. Jay</p> <p>20 relies on a wheelchair and a walker for support?</p> <p>21 A. I don't know. I've never met her in</p> <p>22 person. I just talked to her on the phone.</p> <p>23 Q. Okay. Are you aware of -- of any of Ms.</p> <p>24 Jay's disabilities?</p> <p>25 A. No.</p>

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22 to 25

<p style="text-align: right;">Page 22</p> <p>1 Q. Okay. Was Temera Porter a tenant at 2 Evergreen Gardens? 3 A. Yes. 4 Q. Okay. And were you aware that Ms. Porter 5 filed a stalking protective order against Mr. 6 McKnight? 7 A. I don't know much about those. I mean, I 8 have some documents, but -- 9 Q. Okay. So you weren't aware that she filed 10 the stalking protective order? 11 A. I am not aware that she filed the 12 document. 13 Q. Okay. So were you aware of a deal between 14 Grand Management and Ms. Porter to drop the stalking 15 order against Mr. McKnight? 16 A. No. 17 MS. MANDT: Object form. 18 THE DEPONENT: Okay. 19 BY MR. NIESE: 20 Q. Okay. Did you send an email on or about 21 October 15th, 2018, with the following text: "The 22 deal was for us to meet you at the court after you 23 had dismissed the case, and you would hand us over 24 keys, and we would hand over to you the check"? 25 MS. MANDT: I'm going to object. Do you</p>	<p style="text-align: right;">Page 24</p> <p>1 form. Could -- is there a particular section that 2 you're referring to? 3 MR. NIESE: Yes. 4 BY MR. NIESE: 5 Q. "The deal was for us to meet you at the 6 court after you had dismissed the case, and you 7 would hand us over keys, and we would hand you over 8 the check." And then you said, "I'm not going to 9 comply with my part of the deal if you are not 10 complying with yours." 11 A. Can I answer? 12 MS. MANDT: Uh-huh. 13 THE DEPONENT: My recollection was this 14 tenant was moving out and wanted her deposit to be 15 handed to her rather than wait the 31 days allotted 16 by law, so we had made an agreement with her. 17 Again, this was a long time ago, so I don't remember 18 the actual details, but I do remember that part. 19 She wanted her deposit check handed to her, and I 20 agreed to do that, apparently, under these 21 conditions. And she didn't do what we had agreed, 22 so it never took place. 23 BY MR. NIESE: 24 Q. Okay. Were you made aware of an incident 25 report stating that John McKnight exposed his</p>
<p style="text-align: right;">Page 23</p> <p>1 have a document that you want her to look at? 2 MR. NIESE: Sure. I can pull it up. We 3 might need to take a break. I'll go find that 4 document. 5 THE REPORTER: We are off the record at 6 9:29 a.m. 7 (WHEREUPON, a recess was taken.) 8 THE REPORTER: We are back on the record 9 at 9:34 a.m. 10 MR. NIESE: Thank you. Entering the email 11 dated October 15th, 2018, into evidence. 12 (WHEREUPON, Exhibit 1 was marked for 13 identification.) 14 BY MR. NIESE: 15 Q. Ms. Smith, do you recognize this document? 16 A. Yes. 17 Q. So I'll ask you again. Were you aware of 18 the stalking protective order that Ms. Porter filed 19 against Mr. McKnight? 20 A. I wasn't aware of a -- a stalking order by 21 Ms. Porter, no. 22 Q. Okay. So what did you think this deal was 23 it -- was for? 24 A. It was a -- if I -- 25 MS. MANDT: Well, hold on. Object to the</p>	<p style="text-align: right;">Page 25</p> <p>1 genitals to Ms. Jay on or about July 11th, 2021? 2 MS. MANDT: Object to the form. 3 THE DEPONENT: I'm aware of an incident 4 report that she filled out, correct, yes. 5 BY MR. NIESE: 6 Q. Okay. Was Mr. McKnight working for Grand 7 Management in any capacity when this incident 8 occurred? 9 A. I don't believe so. I think it was 10 before. 11 Q. Were you aware of any previous complaints 12 or incidents of sexual assault, sexual harassment, 13 or intimidating behavior from Mr. McKnight against 14 other tenants? 15 MS. MANDT: Well, I'm going to object to 16 the form. That is a significantly compound 17 question. So if you want to break it down? 18 MR. NIESE: Okay. 19 BY MR. NIESE: 20 Q. Were you aware of any previous incidents 21 of threatening behavior from Mr. McKnight? 22 A. Not really threatening behavior. I was 23 aware of some complaints, but if you have a question 24 about something, if you wanted to refresh my memory, 25 I could take a look at it.</p>

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26 to 29

<p style="text-align: right;">Page 26</p> <p>1 Q. Sure. What type of -- of complaints were</p> <p>2 you aware of?</p> <p>3 A. There was a complaint where he had a gun</p> <p>4 that he was having on his holster that we told him</p> <p>5 he couldn't do. And, I mean, I don't know. I guess</p> <p>6 you'd have to refresh my memory on specific things,</p> <p>7 but --</p> <p>8 Q. Okay.</p> <p>9 A. -- nothing sexual like what happened, you</p> <p>10 know, allegedly, to Ms. Jay. There was nothing like</p> <p>11 that before.</p> <p>12 Q. Any complaints of sexual harassment from</p> <p>13 Mr. McKnight previously?</p> <p>14 A. Well, I mean, there was a situation where</p> <p>15 he apparently dated one of our site managers, Cindy</p> <p>16 Fargher, which was not allowed. So -- and -- and</p> <p>17 they had some accusations amongst themselves. She</p> <p>18 wasn't really a tenant. I mean, she was an</p> <p>19 employee. She was a manager. They had a</p> <p>20 relationship.</p> <p>21 Q. Okay. Aware of any previous incidents or</p> <p>22 complaints of intimidating behavior from Mr.</p> <p>23 McKnight?</p> <p>24 MS. MANDT: Object to form. Overbroad.</p> <p>25 You can answer if you can.</p>	<p style="text-align: right;">Page 28</p> <p>1 THE REPORTER: We are off the record --</p> <p>2 MR. NIESE: Thank you.</p> <p>3 THE REPORTER: -- at 9:40 a.m.</p> <p>4 (WHEREUPON, a recess was taken.)</p> <p>5 THE REPORTER: We are back on record at</p> <p>6 9:42 a.m.</p> <p>7 (WHEREUPON, Exhibit 2 was marked for</p> <p>8 identification.)</p> <p>9 BY MR. NIESE:</p> <p>10 Q. Okay. Ms. Smith, are you familiar with</p> <p>11 this AppFolio report?</p> <p>12 A. I mean, I'm reading it right now.</p> <p>13 Q. Okay.</p> <p>14 A. But these were not made by me.</p> <p>15 Q. Okay. So at the bottom, it says page 1 of</p> <p>16 7 and then page 2, it says page 2 of 7, correct?</p> <p>17 A. Yeah. Yes.</p> <p>18 Q. Do you have pages 3, 4, 5, and 6, and 7 of</p> <p>19 this report?</p> <p>20 A. No.</p> <p>21 Q. Do you have access to those -- to that</p> <p>22 report?</p> <p>23 A. No. I mean, this is a printout from the</p> <p>24 software.</p> <p>25 Q. Okay. Is there a reason that the first</p>
<p style="text-align: right;">Page 27</p> <p>1 THE DEPONENT: When Patsy Jay and Mr.</p> <p>2 McKnight discontinued their friendship, they were</p> <p>3 best friends, and this came about, there was back</p> <p>4 and forth between them involving binoculars and</p> <p>5 different things on both sides. So there was some</p> <p>6 complaints and -- but nothing to this extreme.</p> <p>7 BY MR. NIESE:</p> <p>8 Q. Were you aware of any other complaints</p> <p>9 against Mr. McKnight at any time?</p> <p>10 A. You would have to --</p> <p>11 MS. MANDT: Form.</p> <p>12 THE DEPONENT: -- be more specific.</p> <p>13 BY MR. NIESE:</p> <p>14 Q. What complaints against Mr. McKnight are</p> <p>15 you aware of?</p> <p>16 MS. MANDT: Object to form.</p> <p>17 THE DEPONENT: I mean, there was some</p> <p>18 complaints in the file by some tenants, but I -- I</p> <p>19 would have to review them and refresh my memory, but</p> <p>20 nothing to this degree.</p> <p>21 BY MR. NIESE:</p> <p>22 Q. Okay.</p> <p>23 A. Nothing where he exposed himself.</p> <p>24 MR. NIESE: Make another copy. We'll be</p> <p>25 right back. Make another copy of this?</p>	<p style="text-align: right;">Page 29</p> <p>1 two pages were produced? Only the first two pages -</p> <p>2 -</p> <p>3 A. Probably, it's the only thing that has to</p> <p>4 do with this case. I don't know. I -- I would --</p> <p>5 I don't know.</p> <p>6 Q. Okay. Can you get the entirety of this</p> <p>7 report and give it to your attorney, who can then</p> <p>8 give it to us?</p> <p>9 A. I can certainly look.</p> <p>10 Q. So are you aware of an incident that</p> <p>11 occurred between Mr. McKnight and Cindy Fargher?</p> <p>12 A. Yes.</p> <p>13 Q. What do you know about that incident?</p> <p>14 A. I guess that they were dating, we were</p> <p>15 told after the fact, and they had a sexual incident</p> <p>16 in which I heard that he bit her on her rearend</p> <p>17 during sex. And I guess, I don't know when, the</p> <p>18 next day or the day after, I don't know if she</p> <p>19 reported it or not, but she certainly reported it to</p> <p>20 us.</p> <p>21 Q. Okay.</p> <p>22 A. But it was consensual sex. It was not --</p> <p>23 you know, it was consensual sex. They were dating.</p> <p>24 Q. And how do you know that it was</p> <p>25 consensual?</p>



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30 to 33

<p style="text-align: right;">Page 30</p> <p>1 A. She did not claim that it was not 2 consensual. She just said that it was too rough 3 that -- than what she was expecting, I guess. I 4 don't know. 5 <b>Q. Was the bite consensual?</b> 6 MS. MANDT: Object to form. 7 THE DEPONENT: I don't -- I can't answer 8 that. 9 BY MR. NIESE: 10 <b>Q. Okay.</b> 11 A. I can't answer that. 12 <b>Q. Well, you said you know if it was</b> 13 <b>consensual or not.</b> 14 A. I can't answer that. 15 <b>Q. Okay.</b> 16 A. That's their business. 17 MR. NIESE: I apologize. I did not make 18 enough copies of these. I'm going to have to do 19 that today. 20 THE REPORTER: We're off the record at 21 9:35. 22 (WHEREUPON, a recess was taken.) 23 THE REPORTER: We are back on the record 24 at 9:49 a.m. 25 MR. NIESE: Okay. Introducing this --</p>	<p style="text-align: right;">Page 32</p> <p>1 sexual relationship and she claimed that he bit her 2 on the rearend and that she did not want to be 3 bitten on the rearend during sex, during consensual 4 sex. And I also know that she is not a tenant, she 5 was an employee, and it was against her employee 6 contract to have a relationship with a tenant. So 7 she did not tell Grand Management about these 8 incidences until after the fact because, you know, 9 again, it was not allowed. 10 BY MR. NIESE: 11 <b>Q. You stated earlier that you were aware</b> 12 <b>that Mr. McKnight was showing his gun off, correct?</b> 13 A. No. 14 MS. MANDT: Object to the form. 15 THE DEPONENT: He had -- 16 MS. MANDT: It misstates her prior 17 testimony. 18 THE DEPONENT: He had a gun on his 19 holster, and that's what I'm aware of. 20 MR. NIESE: Thanks. Okay. Introduce this 21 into evidence. 22 MR. MCCLINTOCK: This is Exhibit 4, isn't 23 it? 24 MS. MANDT: Should be. 25 MR. MCCLINTOCK: All right. Just want to</p>
<p style="text-align: right;">Page 31</p> <p>1 THE REPORTER: Okay. 2 MR. NIESE: -- as new evidence. 3 (WHEREUPON, Exhibit 3 was marked for 4 identification.) 5 BY MR. NIESE: 6 <b>Q. Okay. Have -- have you seen this document</b> 7 <b>before, Ms. Smith?</b> 8 A. I'm not sure. 9 <b>Q. Do you know what this is, what this</b> 10 <b>document is?</b> 11 A. It looks like a restraining order, 12 petition for a restraining order. 13 <b>Q. So are you aware that Ms. Fargher stated</b> 14 <b>that Mr. McKnight waved a gun in her face?</b> 15 MS. MANDT: Object to form. You're asking 16 her to read a document that she said she doesn't 17 know. 18 MR. NIESE: No, I'm asking her if she was 19 aware of it. 20 THE DEPONENT: No. 21 BY MR. NIESE: 22 <b>Q. Were you aware that Ms. Fargher stated</b> 23 <b>that Mr. McKnight sexually assaulted her?</b> 24 MS. MANDT: Object to the form. 25 THE DEPONENT: I was aware that they had a</p>	<p style="text-align: right;">Page 33</p> <p>1 make sure. 2 (WHEREUPON, Exhibit 4 was marked for 3 identification.) 4 BY MR. NIESE: 5 <b>Q. Is this email from Cindy?</b> 6 A. Don't know, it doesn't say. I'm assuming 7 so. 8 MS. MANDT: Don't assume. Okay? 9 THE DEPONENT: I don't know. It doesn't 10 say. It just says Evergreen Gardens Apartments. 11 BY MR. NIESE: 12 <b>Q. Why would you assume? Why would you</b> 13 <b>assume it's from Cindy?</b> 14 MS. MANDT: Object to the form. 15 THE DEPONENT: I would have to look at her 16 dates of employ. 17 BY MR. NIESE: 18 <b>Q. Was Cindy employed on May 25th, 2019?</b> 19 A. I would have to look at that. I don't 20 know. It's been a long time. 21 <b>Q. Okay. Who else would write this?</b> 22 MS. MANDT: Object to form. 23 THE DEPONENT: I don't know. 24 BY MR. NIESE: 25 <b>Q. Okay.</b></p>

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<p style="text-align: right;">Page 54</p> <p>1 A. They're not usually allowed to leave them 2 there to impede the common pathway for other 3 tenants. 4 Q. Okay. What if they're not impeding the 5 pathway and they're just on the porch; is that okay? 6 7 A. That is fine, but -- yes, that's allowed. 8 Q. Okay. Did you issue Patsy Jay an eviction 9 notice on or about August 20th, 2021? 10 A. I personally did not, no. 11 Q. Are you aware of her being issued an 12 eviction notice -- 13 A. I am aware of a document that someone else 14 wrote, Dawn Cockrum. 15 Q. Okay. Did that notice list having a 16 walker on her porch as a reason for its issuance? 17 A. I don't know if it was on the porch or in 18 the planted area with gravel, but yes, it was left 19 in an area that was against the rules. 20 Q. Okay. Did Grand Management receive a 21 request for reasonable accommodation for Ms. Jay? 22 A. I believe after that was issued, yes, we 23 received it -- 24 Q. Do you -- 25 A. -- and we granted it.</p>	<p style="text-align: right;">Page 56</p> <p>1 BY MR. NIESE: 2 Q. So do you recognize -- without talking 3 about the substance of the document, do you 4 recognize what this document is? 5 A. It looks like a lease violation -- 6 Q. Okay. 7 A. -- for not turning in all of her recert 8 paperwork needed to complete her tenant 9 recertification. 10 Q. Okay. And was that information on her 11 life insurance policy? Is that what was requested? 12 A. I'm not sure. I do know that she 13 submitted it, like, the next day. 14 Q. Okay. 15 A. So it was cured. 16 Q. Okay. 17 A. But she's supposed to only have 14 days. 18 MS. MANDT: Just -- 19 THE DEPONENT: Oh, okay. 20 BY MR. NIESE: 21 Q. If you could look on the second page? 22 Thank you. 23 A. Okay. 24 Q. Does that refresh your memory? Is that -- 25 can you -- can you state that --</p>
<p style="text-align: right;">Page 55</p> <p>1 Q. -- do you recall when that was -- okay. 2 A. No. 3 Q. Okay. And you did grant the request you 4 said, correct? 5 A. Yes. 6 Q. Okay. And are you aware that Ms. Jay 7 filed a HUD complaint against Grand Management on or 8 about August 30th, 2022? 9 A. Yes. 10 Q. On or about March 28th, 2023, did Grand 11 Management issue Ms. Jay a notice of lease violation 12 warning? 13 A. I would have to look -- 14 Q. Okay. 15 A. -- at the document. I -- I didn't issue 16 it to her. 17 MR. NIESE: Okay. I have it. I just need 18 to make some copies. Let me take a quick break. 19 THE REPORTER: We are off the record at 20 10:36. 21 (WHEREUPON, a recess was taken.) 22 THE REPORTER: We are back on at 10:41. 23 MR. NIESE: Okay. Thank you. 24 (WHEREUPON, Exhibit 12 was marked for 25 identification.)</p>	<p style="text-align: right;">Page 57</p> <p>1 A. Oh, yeah. It says Colonial Life Insurance 2 Policy. 3 Q. Okay. 4 A. Yeah. 5 Q. Okay. Thank you. Is that life insurance 6 policy information necessary to recertify her? 7 A. It appears so, yes. 8 Q. Okay. Before -- let me -- let me 9 rephrase. Had Ms. Jay ever been given a notice 10 based on not submitting her life insurance policy? 11 A. I don't know. 12 Q. Do -- do -- okay. Do you know a Sharon 13 Elrod? 14 A. She was a manager there -- 15 Q. Okay. 16 A. -- after Cindy. 17 Q. Are you aware that Ms. Elrod informed Ms. 18 Jay that her life insurance information was not 19 required? 20 A. If it's whole life, it is required. I 21 don't know if it's whole or -- or part, but we need 22 that information for the file. 23 Q. But are you aware that Ms. Elrod informed 24 Ms. Jay that it wasn't? 25 A. No.</p>



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58 to 61

<p style="text-align: right;">Page 58</p> <p>1 Q. Okay. Do you recall submitting a letter 2 to HUD on October 2nd, 2022? 3 MS. MANDT: Object to form. 4 THE DEPONENT: In response to the 5 complaint? 6 BY MR. NIESE: 7 Q. Yes. Did you respond to the -- 8 A. Yes, I had to respond to the complaint. 9 Yes. 10 Q. Okay. And what was that complaint in 11 regards to? What was the -- 12 A. I would have to look again, but it was in 13 relation to this case. 14 Q. Okay. 15 A. Same situations. 16 Q. Do you believe that the situation between 17 Mr. McKnight and the other tenants is a he said/she 18 said situation? 19 A. My opinion is yes. 20 Q. Okay. 21 A. I think that's been documented. 22 Q. Okay. Do you believe that a 14/30 notice 23 is an appropriate response to a tenant sexually 24 assaulting another tenant? 25 MS. MANDT: Object to the form.</p>	<p style="text-align: right;">Page 60</p> <p>1 THE DEPONENT: In my history, I've tried a 2 couple of times in my career and the judge has told 3 me that you actually have to physically harm 4 someone. They said that the law is gray area, but 5 you actually -- this -- the precedent was that you 6 actually have to hit someone, rape someone, or 7 actually cause an assault to warrant the 24-hour 8 notice. 9 BY MR. NIESE: 10 Q. Okay. 11 A. So RD Lease says the only other thing I 12 can do is give a 14/30, which I did, several times - 13 - 14 Q. Okay. 15 A. -- to Mr. McKnight. 16 Q. So given that answer, why do you believe 17 that it's an appropriate response to give a 14/30 -- 18 let me rephrase. Given that answer, why wouldn't a 19 sexual -- a -- a tenant sexually assaulting another 20 tenant warrant a 24-hour notice? 21 MS. MANDT: Object to form. Lacks 22 foundation, calls for speculation. 23 THE DEPONENT: He took or pointed at his 24 genitals. He did not touch or physically assault 25 her. So it was my -- my only recourse was to issue</p>
<p style="text-align: right;">Page 59</p> <p>1 THE DEPONENT: I believe it's the only 2 response I could have taken. The only action that I 3 could have taken. 4 BY MR. NIESE: 5 Q. Do you believe that it's appropriate? 6 MS. MANDT: Object to the form. 7 THE DEPONENT: Yes. 8 BY MR. NIESE: 9 Q. Okay. Do you believe that a 14/30 notice 10 is appropriate when a tenant branches a firearm? 11 A. Yes. 12 MS. MANDT: Form. 13 BY MR. NIESE: 14 Q. Okay. Why would those actions not be 15 considered outrageous for a 24-hour notice? 16 MS. MANDT: Object to the form. 17 THE DEPONENT: I believe he has a 18 concealed weapon permit, so that was his response. 19 But we don't want it on the property, certainly. So 20 we did what we could, which was give a 14/30. 21 BY MR. NIESE: 22 Q. Okay. Why would brandishing a firearm not 23 warrant a 24-hour notice? 24 MS. MANDT: Asked and answered. You can 25 answer it again.</p>	<p style="text-align: right;">Page 61</p> <p>1 the 14/30. 2 BY MR. NIESE: 3 Q. Okay. Let's take a quick break. 4 THE REPORTER: We are off the record at 5 10:46. 6 (WHEREUPON, a recess was taken.) 7 BY MR. NIESE: 8 Q. Do you have a general number of how many 9 complaints Grand Management received about Mr. 10 McKnight's actions? 11 MS. MANDT: Object to form. Asked and 12 answered. 13 THE DEPONENT: I would be guessing. 14 BY MR. NIESE: 15 Q. Okay. If it was from a number of women, 16 would that change your opinion on whether or not it 17 was a he said/she said situation? 18 MS. MANDT: Object to form. Calls for 19 speculation, lacks foundation. 20 THE DEPONENT: No, because the woman 21 that's suing me now was the witness in the first one 22 for John McKnight. So that would lead me to believe 23 that it was a he said/she said, because Patsy Jay 24 was his number one supporter two years before this 25 case came. I mean, before her restraining order, so</p>

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62 to 65

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1 yes.

2 BY MR. NIESE:

3 Q. So yes, it would change your opinion?

4 A. It would be a he said/she said situation,

5 in my opinion.

6 Q. If multiple women came forward, it would

7 still be a he said/she said situation?

8 MS. MANDT: Object to form. Asked and

9 answered.

10 THE DEPONENT: Yes.

11 BY MR. NIESE:

12 Q. Okay.

13 A. Based on what I just said.

14 Q. Okay.

15 MR. NIESE: Now we can take a quick break.

16 Thank you.

17 THE REPORTER: We are off the record at

18 10:47.

19 (WHEREUPON, a recess was taken.)

20 THE REPORTER: We are back on the record

21 at 10:49.

22 MS. MANDT: Sorry about that.

23 BY MR. NIESE:

24 Q. Are you aware of any facts concerning the

25 situation, the -- the sexual assault between Mr.

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1 McKnight and -- I'm sorry, let me rephrase.

2 Are you aware of any facts regarding the

3 situation between Mr. McKnight and Cindy Fargher

4 that we've not discussed here?

5 A. No.

6 Q. Okay. Are you aware of any facts between

7 the situation concerning Patsy Jay and Mr. McKnight

8 that we've not discussed here?

9 A. I mean, there's other topics that you

10 haven't brought up.

11 Q. What would those be?

12 MS. MANDT: Well, no, you're not.

13 MR. NIESE: Well, like --

14 MS. MANDT: If you have a question, you

15 can ask her a question.

16 MR. NIESE: Okay.

17 BY MR. NIESE:

18 Q. What facts have we not discussed?

19 MS. MANDT: Object -- object to the form.

20 THE DEPONENT: Didn't she object? I don't

21 know if --

22 BY MR. NIESE:

23 Q. Oh, you still have to answer the question.

24 MS. MANDT: You can still answer.

25 THE DEPONENT: I don't know how to answer

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1 that. I mean, you'd have to ask me a question --

2 BY MR. NIESE:

3 Q. Okay.

4 A. -- related to something and I can answer.

5 That's very vague.

6 Q. Okay.

7 A. There's a lot of things that went on in

8 this case, so you'd have to ask me about each issue,

9 the witnesses, different things.

10 Q. Okay. So -- well, we might have to extend

11 this, but we can do this.

12 (WHEREUPON, a discussion was held off the

13 record.)

14 MR. NIESE: Okay. Like to enter this into

15 evidence.

16 (WHEREUPON, Exhibit 13 was marked for

17 identification.)

18 BY MR. NIESE:

19 Q. So this is an email sent to you on March

20 27th, 2019, correct?

21 MS. MANDT: It actually wasn't. Misstates

22 the document.

23 BY MR. NIESE:

24 Q. Ms. -- Ms. Smith?

25 A. It looks like it's from Evergreen Gardens.

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1 It's from Cindy, it looks like, and to Sharon Peak,

2 with a cc to me. What's your question about it?

3 Q. Well, the question is given the text of

4 this email, along with the other evidence, is it

5 unbelievable to you that a crime had been committed

6 on your property and GMS appeared to be protecting

7 the perpetrator and not the victim?

8 MS. MANDT: Object to form.

9 Argumentative.

10 THE DEPONENT: I don't know that a crime

11 had been committed. There was a consensual dating

12 relationship.

13 BY MR. NIESE:

14 Q. He was arrested, wasn't he?

15 A. I was not aware of until after the fact.

16 So she made me aware of this, like, on the day she

17 filed that restraining order. I have that

18 knowledge. She shouldn't have had a relationship

19 with the tenant. That was clearly a violation of

20 her employment. But this issue, you know --

21 MS. MANDT: You answered the question.

22 BY MR. NIESE:

23 Q. Jerry Mascolo is one of your -- he works

24 under you, correct? You supervise him?

25 A. Yes.

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66 to 69

<p style="text-align: right;">Page 66</p> <p>1 Q. So would he tell someone that a 2 restraining order would be an automatic 24-hour 3 eviction without you giving him that order? 4 A. Absolutely not. Absolutely not. 5 Q. He wouldn't tell them that? 6 A. He would not. 7 Q. Okay. 8 A. And it sounds like you're deposing him, so 9 you can ask him directly, but that was not something 10 that we would say. 11 Q. Did you ever issue a notice to Mr. 12 McKnight regarding termination of employment? 13 A. We never used him again. He wasn't really 14 an employee. We -- he fixed a couple things on the 15 property when we were in between handymen at Cindy's 16 request, apparently, because he was her boyfriend. 17 We didn't know that at the time. But -- but no, we 18 didn't use him again. 19 Q. Okay. This email states that every 20 resident here is in danger. Do you agree with that 21 assessment? 22 A. No. 23 Q. Why not? 24 A. She's a -- 25 Q. Who's she?</p>	<p style="text-align: right;">Page 68</p> <p>1 this time. 2 MS. MANDT: All right. 3 EXAMINATION 4 BY MS. MANDT: 5 Q. Ms. Smith, how long has Grand Management 6 Services been in existence? 7 A. Since about 1994. 8 Q. How many units does Grand Management 9 manage? 10 A. Currently, almost 1,300. 11 Q. And are those located, excuse me, 12 throughout the state of Oregon? 13 A. Yes, in 15 counties. 14 Q. How many of those units are RD or low- 15 income units? 16 A. About half, so about 650. 17 Q. And Evergreen Gardens, is that a RD, Rural 18 Development Program, living situation? 19 A. Yes. 20 Q. So can you -- what does the -- basically, 21 what is the Rural Development Program? 22 A. It's a program through USDA Rural 23 Development under the Department of Agriculture that 24 provides subsidy to low-income tenants. 25 Q. Is it basically Section 8 housing?</p>
<p style="text-align: right;">Page 67</p> <p>1 A. She -- Cindy, sounds like a -- a person -- 2 you know, she obviously broke up with this man and 3 they had a -- a situation. Again, I'm not going to 4 speculate what happened in their sexual life, but 5 she's clearly mad and wants him out of there, so 6 this is her opinion. But again, she was in the 7 wrong. 8 Q. Did you respond to this email? 9 A. I don't believe so. 10 Q. Okay. 11 A. It wasn't to me. 12 Q. Did you talk to Sharon about this email? 13 A. I don't remember. It was a long time ago. 14 Probably, but I don't remember. 15 Q. Probably? 16 A. I don't remember. 17 Q. Okay. 18 MR. NIESE: Okay. Another short break, 19 please. 20 THE REPORTER: We are off the record at 21 10:56. 22 (WHEREUPON, a recess was taken.) 23 THE REPORTER: Back on at 10:56. 24 MR. NIESE: No further questions. 25 MR. MCCLINTOCK: I have no questions at</p>	<p style="text-align: right;">Page 69</p> <p>1 A. It is not. Section 8 is through HUD -- 2 Q. Okay. 3 A. -- so it's a different division. 4 Q. Okay. 5 A. But it is similar. 6 Q. But it's similar? Okay. And so specific 7 to Evergreen Gardens, what are the requirements to 8 apply and obtain housing at that apartment complex? 9 A. You have to be 62 years of age or older or 10 disabled, handicapped, regardless of age. And you 11 have to meet income parameters. 12 Q. Okay. And you -- and so each tenant, 13 whether it's Ms. Jay, Mr. McKnight, or anyone else, 14 has to apply to reside there; is that correct? 15 A. Yes. 16 Q. Okay. And is that just simply filling out 17 a one-page application? 18 A. It's several pages, but yes, they fill out 19 an application. 20 Q. And is that information required by RD? 21 A. Yes. 22 Q. Okay. And you talked about a couple of 23 different things that I want to clarify. You talked 24 about the recertification process, and you talked 25 about the one-year lease agreement. How do those</p>

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## 1 CERTIFICATE

2  
3 I, Valerie Barna, do hereby certify that I  
4 reported all proceedings adduced in the foregoing  
5 matter and that the foregoing transcript pages  
6 constitutes a full, true and accurate record of said  
7 proceedings to the best of my ability.

8  
9 I further certify that I am neither related to  
10 counsel or any party to the proceedings nor have any  
11 interest in the outcome of the proceedings.

12  
13 IN WITNESS HEREOF, I have hereunto set my hand  
14 this 7th day of August, 2024.

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Valerie Barna